

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
GREAT FALLS DIVISION**

RONCOR, INC.,

Plaintiff,

vs.

LAURIE ROBERTS, individually, and  
as Trustee of the MIKE ROBERTS  
FAMILY TRUST, BLUE ICE  
SAPPHIRE MINING, INC., DON  
BAIDE, THE GEM GALLERY, LTD.,  
YOGO MINING COMPANY, LLC,  
ESTATE OF LOUIS GILBERT  
LOADER, TY L. BALBACH,  
THOMAS ORME, and MP  
PRODUCTS, LLC,

Defendants.

CV 20-60-GF-JTJ

**PROTECTIVE ORDER**

1. The General Mutual Settlement Agreement between Roncor, Inc. (Roncor) and Defendants Laurie Roberts, Blue Ice Sapphire Mining, Inc. and others (Doc. 248), and the Release and Settlement Agreement between Roncor and Ty Balbach and Silver Summit Mining, LLC (Doc. 248-1), shall be disclosed to present counsel for Defendants Don Baide, The Gem Gallery, Ltd., and Yogo Mining Company, LLC, (collectively the Baide Defendants), and shall be disclosed to present counsel for Defendants Thomas Orme and MP Products, LLC

(collectively the Orme Defendants), subject to the provisions of this Protective Order.

2. Counsel for the Baide Defendants and counsel for the Orme Defendants may disclose the Settlement Agreements to their staff who are assisting in the representation of the Defendants in this action, and to Don Baide and Thomas Orme.

3. All parties who receive the Settlement Agreements or are provided with the terms of the Settlement Agreements, agree to be bound by this Protective Order and agree to keep the Settlement Agreements and their terms confidential and agree not to disclose the Settlement Agreements, any portion thereof, or their terms to any other person, firm or corporation in any form. Signature by the attorneys herein shall bind the clients and the attorneys' staff. Any third person receiving the Settlement Agreements or their terms shall sign a consent in which they agree to be bound by the terms of this Protective Order.

4. No party may file the Settlement Agreements in the public record of this action without first obtaining Roncor's consent or a court order. A party that seeks to file the Settlement Agreements under seal must file a motion that complies with Local Rule 5.2(d).

5. The admissibility of the Settlement Agreements and/or their contents shall be determined by the Court in accordance with the Federal Rules of Evidence, any pre-trial evidentiary rulings, or orders *in limine* in the same manner as any other confidential information that has been exchanged in this action. *See* Stipulated Protective Order (Doc. 29).

6. In entering this Protective Order, the parties expressly do not waive any rights to rely on the Settlement Agreements and/or the contents therein, to the extent they pertain to any post-trial matters, including but not limited to collateral source and/or offset of any jury award. At the conclusion of this litigation all copies of the Settlement Agreements, and any notes or other documents which were prepared in connection with the Settlement Agreements or which reflect the terms of the Settlement Agreements, shall be destroyed except that the parties to the Settlement Agreements may retain their copies.

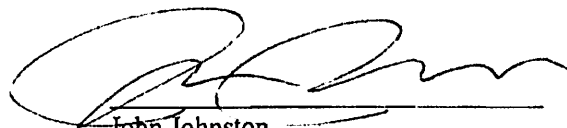
7. The provisions of this Order may be specifically enforced. After the termination of this litigation, the provisions of this Protective Order shall continue to be binding and the Court shall retain jurisdiction over the parties, the attorneys and all other persons necessary to enforce the terms of this Protective Order.

8. Nothing herein, or any parties consent to this Order, shall be considered a waiver by either party of any privilege or other objection, including confidentiality, that said party may make or may have made to the disclosure of the Settlement Agreements or any portions thereof, said objections which are expressly reserved.

9. The terms of this Protective Order may be modified by subsequent Order of the Court.

10. The Clerk is directed to provide copies of Documents 248 and 248-1 to present counsel for the Baide Defendants and to present counsel for the Orme Defendants.

DATED this 15th day of February, 2023.

A handwritten signature in black ink, appearing to read 'John Johnston', is written over a horizontal line.

John Johnston  
United States Magistrate Judge